

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

GLENN M. HEAGERTY, JR.,

Plaintiff,

vs.

**EXPERIAN INFORMATION SOLUTIONS,
INC., et al.,**

Defendants.

**Case No. 2:14-CV-00132-WCO-
JCF**

**AMENDED ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC.**

NOW COMES defendant Experian Information Solutions, Inc. (“Experian”), by its undersigned counsel, and in answer to the Amended Complaint and Demand for Jury Trial (“Complaint”), states as follows:

I. PRELIMINARY STATEMENT

1. In response to paragraph 1 of the Complaint, Experian states that the allegations contained therein are legal conclusions which are not subject to denial or admission. To the extent a response is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

II. JURISDICTION AND VENUE

2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged that jurisdiction arises under 15 U.S.C. §§ 1681p. Experian states that the allegations contained therein are legal conclusions which are not subject to denial or admission. To the extent a response is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

3. In response to paragraph 3 of the Complaint, Experian admits that Plaintiff has alleged venue is proper under LR 3.1B(3). Experian states that the allegations contained therein are legal conclusions which are not subject to denial or admission. To the extent a response is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

IV. FACTUAL ALLEGATIONS

4. In response to paragraph 4 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

5. In response to paragraph 5 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

6. In response to paragraph 6 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is

deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

7. In response to paragraph 7 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

8. In response to paragraph 8 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

9. In response to paragraph 9 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

10. In response to paragraph 10 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

11. In response to paragraph 11 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

12. In response to paragraph 12 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

13. In response to paragraph 13 of the Complaint, Experian admits that it is an Ohio corporation with its principal place of business in Costa Mesa, California. Experian further admits that it is qualified to do business and does conduct business in the State of Georgia. Except as specifically admitted, Experian denies, generally and specifically, each and every allegation contained therein.

14. In response to paragraph 14 of the Complaint, Experian admits that it is a consumer reporting agency as defined by the Fair Credit Reporting Act (the "FCRA"), 15 U.S.C.

§681 *et seq.* Except as specifically admitted, Experian denies, generally and specifically, each and every allegation contained therein.

15. In response to paragraph 15 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

16. In response to paragraph 16 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

17. In response to paragraph 17 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

18. In response to paragraph 18 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

19. In response to paragraph 19 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

20. In response to paragraph 20 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

21. In response to paragraph 21 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

22. In response to paragraph 22 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

23. In response to paragraph 23 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

24. In response to paragraph 24 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

25. In response to paragraph 25 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

26. In response to paragraph 26 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

27. In response to paragraph 27 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

28. In response to paragraph 28 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

29. In response to paragraph 29 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

30. In response to paragraph 30 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

31. In response to paragraph 31 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

33. In response to paragraph 33 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

34. In response to paragraph 34 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

35. In response to paragraph 35 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

36. In response to paragraph 36 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

37. In response to paragraph 37 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

38. In response to paragraph 38 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

39. In response to paragraph 39 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

40. In response to paragraph 40 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

41. In response to paragraph 41 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

42. In response to paragraph 42 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

43. In response to paragraph 43 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

44. In response to paragraph 44 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

45. In response to paragraph 45 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

46. In response to paragraph 46 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

COUNT I

47. In response to paragraph 47 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 46.

48. In response to paragraph 48 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT II

49. In response to paragraph 49 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 48.

50. In response to paragraph 50 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT III

51. In response to paragraph 51 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 50.

52. In response to paragraph 52 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT IV

53. In response to paragraph 53 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 52.

54. In response to paragraph 54 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT V

55. In response to paragraph 55 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 54.

56. In response to paragraph 56 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT VI

57. In response to paragraph 57 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 56.

58. In response to paragraph 58 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT VII

59. In response to paragraph 59 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 58.

60. In response to paragraph 60 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT VIII

61. In response to paragraph 61 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 60.

62. In response to paragraph 62 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT IX

63. In response to paragraph 63 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 62.

64. In response to paragraph 64 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is

deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT X

65. In response to paragraph 65 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 64.

66. In response to paragraph 66 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XI

67. In response to paragraph 67 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 66.

68. In response to paragraph 68 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

69. In response to paragraph 69 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XII

70. In response to paragraph 70 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 69.

71. In response to paragraph 71 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

72. In response to paragraph 72 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XIII

73. In response to paragraph 73 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 72.

74. In response to paragraph 74 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

75. In response to paragraph 75 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is

deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XIV

76. In response to paragraph 76 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 75.

77. In response to paragraph 77 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

78. In response to paragraph 78 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XV

79. In response to paragraph 79 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 78.

80. In response to paragraph 80 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XVI

81. In response to paragraph 81 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 80.

82. In response to paragraph 82 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XVII

83. In response to paragraph 83 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 82.

84. In response to paragraph 84 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XVIII

85. In response to paragraph 85 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 84.

86. In response to paragraph 86 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XIX

87. In response to paragraph 87 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 86.

88. In response to paragraph 88 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XX

89. In response to paragraph 89 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 88.

90. In response to paragraph 90 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXI

91. In response to paragraph 91 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 90.

92. In response to paragraph 92 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXII

93. In response to paragraph 93 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 92.

94. In response to paragraph 94 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXIII

95. In response to paragraph 95 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 94.

96. In response to paragraph 96 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXIV

97. In response to paragraph 97 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 96.

98. In response to paragraph 98 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXV

99. In response to paragraph 99 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 98.

100. In response to paragraph 100 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

101. In response to paragraph 101 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXVI

102. In response to paragraph 102 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 101.

103. In response to paragraph 103 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

104. In response to paragraph 104 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXVII

105. In response to paragraph 105 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 104.

106. In response to paragraph 106 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

107. In response to paragraph 107 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

COUNT XXVIII

108. In response to paragraph 108 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 107.

109. In response to paragraph 109 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth

of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

110. In response to paragraph 110 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. In addition, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and, on these bases, to the extent a response from Experian is deemed required, Experian denies, generally and specifically, each and every allegation contained therein.

PRAYER FOR RELIEF

Experian denies Plaintiff is entitled to any of the relief requested in the WHEREFORE clause following paragraph 110 of the Complaint.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD AFFIRMATIVE DEFENSE

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

FOURTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages.

SIXTH AFFIRMATIVE DEFENSE

The Complaint and each claim for relief therein is barred by laches.

SEVENTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself and resulted from Plaintiff's own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

EIGHTH AFFIRMATIVE DEFENSE

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

NINTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint are barred by the applicable statutes of limitation, including, but not limited to, 15 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

Any recovery by Plaintiff is barred, in whole or in part, under the principles of set-off and recoupment for damages or settlement amounts recovered from others.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages were not caused by Experian, but by an independent intervening cause.

THIRTEENTH AFFIRMATIVE DEFENSE

In the event that a settlement is reached between Plaintiff and any other party, Experian is entitled to any settlement credits permitted by law.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for exemplary or punitive damages violate the Fourteenth Amendment, the excessive fines clause of the Eighth Amendment, and the Due Process Clause of the United States Constitution, and violate the Constitution and laws of Florida.

FIFTEENTH AFFIRMATIVE DEFENSE

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

SIXTEENTH AFFIRMATIVE DEFENSE

Experian did not act with malice or willful intent toward Plaintiff, but rather acted in good faith at all times in any and/or all of its dealings with him.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For Experian's costs of suit and attorneys' fees herein incurred; and

(3) For such other and further relief as the Court may deem just and proper.

Dated: July 21, 2014

Respectfully submitted,

s/Mary Ellen Robinson

Mary Ellen Robinson

Georgia Bar No.: 195077

JONES DAY

1420 Peachtree Street NE

Suite 1420

Atlanta, Georgia

Tel. (404) 581-8360

merobinson@jonesday.com

Attorney for Defendant

Experian Information Solutions, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st Day of July 2014, I caused the foregoing to be electronically filed with the Clerk of Court by using the CM/ECF system, which will send a notice of electronic filing to the following:

Glenn M. Heagerty, Jr.
2890 Willow Wisp Way
Cumming, Georgia 30040

s/Mary Ellen Robinson
Attorney for Defendant
Experian Information Solutions, Inc.